

SETTLEMENT AGREEMENT
BETWEEN
BOARD OF PHARMACY
AND
BLUE SPRINGS PRICE CHOPPER PHARMACY

Blue Springs Price Chopper Pharmacy ("Price Chopper Pharmacy") and the Board of Pharmacy ("Board") enter into this Settlement Agreement for the purpose of resolving the question of whether Price Chopper Pharmacy's permit as a pharmacy, no. 005986, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo Cum. Supp. 2009. The Board and Price Chopper Pharmacy jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

Price Chopper Pharmacy acknowledges that it understands the various rights and privileges afforded it by law, including the right to a hearing of the charges against it; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against it at the hearing; the right to present evidence on its behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against its; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Board at which time Price Chopper Pharmacy may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Board.

Being aware of these rights provided to its by law, Price Chopper Pharmacy knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to its.

Price Chopper Pharmacy acknowledges that it has received a copy of documents that were the basis upon which the Board determined there was cause for discipline, along with citations to law and/or regulations the Board believes were violated. Price Chopper Pharmacy stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Price Chopper Pharmacy's permit as a pharmacy, permit no. 005986, is subject to disciplinary action by the Board in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 338, RSMo, as amended. Price Chopper and the Board acknowledge that this Settlement Agreement is a compromise of disputed factual and legal allegations, and that the disciplinary action contained herein is not to be construed as an admission of liability of any other relevant provisions of Chapter

621, RSMo, and Chapter 338, RSMo, as amended, or any Board of Pharmacy Rule, 20 CSR 220-2.010 *et seq.*, or Controlled Substance Rule, 19 CSR 30-1.002 *et seq.*, aside from the violations contained herein, but merely to resolve the dispute and avoid litigation.

The parties stipulate and agree that the disciplinary order agreed to by the Board and Price Chopper Pharmacy in Part II herein is based only on the agreement set out in Part I herein. Price Chopper Pharmacy understands that the Board may take further disciplinary action against its based on facts or conduct not specifically mentioned in this document that may be discovered.

I.
Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Board and Price Chopper Pharmacy herein jointly stipulate to the following:

1. Blue Springs Price Chopper Pharmacy ("Price Chopper Pharmacy") is a licensed pharmacy, license no. 005986. License is and was at all times relevant to this action current and active.
2. Price Chopper Pharmacy is located at 1100 S. 7 Hwy., Blue Springs, MO 64015.
3. Linda J. Croner ("Croner"), is the pharmacist in charge, at Price Chopper Pharmacy, and was at all times herein.

4. On July 23, 2009, Croner, terminated Cristin Golden ("Golden"), a pharmacy technician that worked at Price Copper Pharmacy for theft of controlled substances.

5. Golden admitted to the theft of 10 Vicodin, on two separate occasions, taking 5 pills each time.

6. Croner began an investigation including audits for the medications stored in the ScriptPro robot pill dispenser. The first audit covered the eight months prior to July 23, 2009. The second audit covered the year prior to July 23, 2009.

7. The audits revealed the pharmacy had suffered a loss of medications beginning in December 2008.

8. Price Chopper could not account for the following controlled substances:

Brand Name	Generic Trade Name	Dosage	Quantity Lost
Vicodin	Hydrocodone	5-500	188 tablets
Lortab	Hydrocodone	7.5-500	696 tablets
Ambien CR	Ambien CR	12.5 MG	112 Tablets
Xanax	Alprazolam	1 MG	477 Tablets
Vicodin ES	Hydrocodone	7.5-750	261 Tablets
Xanax	Alprazolam	0.5 MG	1,552 Tablets
Norco	Hydrocodone	10-325	1,674 Tablet
Tylenol #3	Acetaminophen	300-30	994 blets

9. The investigation revealed that Golden, after taking pills from Price Chopper's ScriptPro Robot, would fraudulently adjust the inventory records in the software in order to match the quantity of pills she had taken.

10. Price Chopper's failure to keep complete and accurate records is in violation of 19 CSR 30-1.044, which states:

Every registrant required to keep records shall maintain on a current basis a complete and accurate record of each such substance manufactured, imported, received, sold, delivered, exported or otherwise disposed of by him/her.

11. Price Chopper's conduct, as stated above, is in violation of 20 CSR 222-2.010(5), which states in pertinent part:

Pharmacies shall establish and maintain inventories and records of all transactions regarding the receipt and distribution or other disposition of legend drugs . . .

12. Price Chopper's conduct, as stated above, provides cause to discipline their pharmacy license pursuant to § 338.055.2(6), RSMo Cum. Supp. 2009, which states in pertinent part:

The board may cause a complaint to be filed with the Administrative Hearing Commission as provided by Chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate or registration or authority, permit or license for any one or any combination of the following causes:

* * *

(6) Violation of, or assisting or enabling any person to

violate, any provisions of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter[.]

II.
Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2009.

13. **Blue Springs Price Chopper Pharmacy's license is PUBLICLY CENSURED.**

14. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any future violations by Price Chopper Pharmacy of Chapter 338, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

15. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that may be discovered.

16. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

17. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived,

discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

18. The parties to this Settlement Agreement understand that the Board will maintain this Settlement Agreement as an open record of the Board as required by Chapters 338, 610, and 324, RSMo, as amended.

19. Price Chopper Pharmacy, together with its partners, shareholders, officers, directors, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

20. Price Chopper Pharmacy understands that it may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Price Chopper Pharmacy's permit. If Price Chopper Pharmacy desires the Administrative Hearing Commission to review this Settlement Agreement, Price Chopper Pharmacy may submit its request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

21. If Price Chopper Pharmacy requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Price Chopper Pharmacy's permit. If Price Chopper Pharmacy does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE
Blue Springs Price Chopper Pharmacy

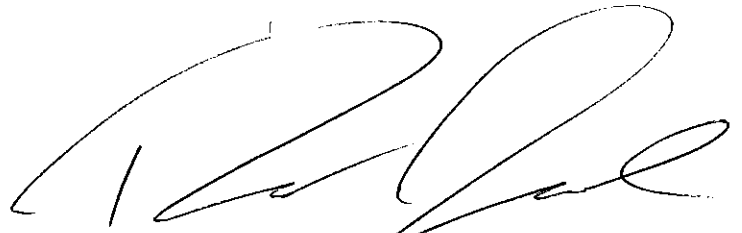
By: *Nicki Coe* 12/22/10
Date

Title: EX. VICE PRESIDENT

BOARD OF PHARMACY

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Kim Grinston, Executive Director
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